

SO ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.

3 2525 EAST CAMELBACK ROAD SUITE 300
4 PHOENIX, ARIZONA 85016
5 TELEPHONE: (602) 255-6000
6 FACSIMILE: (602) 255-0192

Dated: November 15, 2010



REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

4 Mark S. Bosco
5 State Bar No. 010167
Leonard J. McDonald
6 State Bar No. 014228
Attorneys for Movant

7 10-08162
8

9 **IN THE UNITED STATES BANKRUPTCY COURT**
10 **FOR THE DISTRICT OF ARIZONA**

11 IN RE:

12 No. 2:10-bk-07691-RTB

13 Christian Carbajal,

14 Debtor.

15 Chapter 13

16 Wells Fargo Bank, N.A.

17 EX PARTE ORDER TERMINATING THE
18 AUTOMATIC STAY FOR FAILURE TO CURE
19 PURSUANT TO THE TERMS OF THE
ADEQUATE PROTECTION ORDER

20 Movant,
vs.

21 Christian Carbajal, Debtor; Edward J. Maney,
22 Trustee.

23 Respondents.

24 Pursuant to the Order entered on September 21, 2010, attached hereto as Exhibit "A", and by this
reference incorporated herein, the above-referenced Debtor was obligated to make specified payments
which he has failed to make.

25 The Debtor has failed to comply thereby necessitating a written Notice of Default.

26 Attached hereto as Exhibit "B" is a copy of the Notice of Default.

1 Based on the failure to cure the contractual agreement of the parties, the prior court order and
2 good cause appearing:

3 **IT IS HEREBY ORDERED** that the Automatic Stay is the above-entitled Bankruptcy case is
4 immediately extinguished for all purposes as to Secured Creditor, Wells Fargo Bank, N.A. and Wells
5 Fargo Bank, N.A. may exercise whatever state law or contractual rights it may have regarding the
6 property generally described as: 8418 South 50th Lane Laveen AZ 85339 ("Property" herein) and
7 legally described as:

8 Lot 156, Cheatham Farms Unit 3 Amended, according to Book 585 of Maps, Page 47,
9 records of Maricopa County, Arizona.

10 **IT IS FURTHER ORDERED** that all conditions of the adequate protection order regarding
11 conversions are binding and are hereby affirmed in this Order as well.

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SO ORDERED.

EXHIBIT "A"



T I F F A N Y & B O S C O
P.A.

2525 E. CAMELBACK ROAD
SUITE 300
PHOENIX, ARIZONA 85016
TELEPHONE: (602) 255-6000
FACSIMILE: (602) 255-0192

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-08162

Dated: September 21, 2010



REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

IN RE:

No. 2:10-bk-07691-RTB

Christian Carbajal
Debtor.

Chapter 13

Wells Fargo Bank, N.A.

**ORDER REGARDING
MOTION FOR RELIEF**

Movant,

vs.

Christian Carbajal, Debtor; Edward J. Maney,
Trustee.

Respondents.

IT IS HEREBY ORDERED by and between the parties herein, through counsel undersigned, that all stays and injunctions, including the automatic stays under U.S. Bankruptcy Code Section 362(a), are hereby vacated with respect to the real property which is the subject of the Deed of Trust recorded in the records of the Maricopa County, Arizona Recorder's Office, wherein Christian

1 Carbajal, is designated as trustor and Wells Fargo Bank, N.A. is the current beneficiary, which Deed
2 of Trust encumbers the following described real property:

3 Lot 156, Cheatham Farms Unit 3 Amended, according to Book 585 of Maps, Page 47, records
4 of Maricopa County, Arizona.

5 IT IS FURTHER ORDERED that the debtor will cure the post-petition arrearages currently
6 due as follows:

7 4 Monthly Payments(s) at \$1,372.02	\$5,488.08
8 (May 1, 2010 - August 1, 2010)	
9 4 Late Charge(s) at \$57.85	\$231.40
10 (May 1, 2010 - August 1, 2010)	
11 Motion for Relief Filing Fee	\$150.00
12 Attorneys Fees	\$800.00
13 Suspense Amount	(\$59.18)
14 Total	\$6,610.30

15 1. The total arrearage shall be paid in six monthly installments. Payments one through
16 five (1-5) in the amount of \$1,101.72 shall be in addition to the regular monthly payment and shall be
17 due on or before the 15th day of the month commencing with the September 15, 2010 payment and
continuing throughout and concluding on or before January 15, 2011. The sixth final payment in the
amount of \$1,101.70 shall be paid on or before February 15, 2011.

18 2. In addition to the payment listed in Paragraph 1, the Debtor, will make the regular
19 post-petition payment due for September 1, 2010, which shall be made when due, and all subsequent
20 payments shall be made when due.

21 IT IS FURTHER ORDERED that Wells Fargo Bank, N.A. as the current beneficiary under
22 the above described Deed of Trust agrees not to conduct a Trustee's Sale or judicial "foreclosure" on
23 its Deed of Trust, so long as the terms of this Stipulation are complied with. In the event of default in
24 making any payments described herein Secured Creditor is permitted, in its discretion, to conduct a
25 Trustee's Sale, judicial foreclosure, or take whatever other actions necessary to protect their interest

1 in the above legally described property upon giving written notice of such default to debtor, Debtor's
2 Counsel and Trustee and Debtor's failure to cure such default within fifteen (15) days of the date of
3 such notice. In the event said default is not cured within said fifteen (15) day period, all arrearages,
4 both pre-petition and post-petition shall become immediately due and payable in full and pre-petition
5 arrearages shall not continue to be payable under the terms of the Plan.

6 IT IS FURTHER ORDERED that if a default notice becomes necessary, Debtor will be
7 charged \$150.00 for fees and costs associated with handling the curing of the default, to be paid
8 together with the defaulted payment and late charge. Debtor shall tender the default payment, late
9 charge and the additional \$150.00 fee for attorney's fees and costs, as set forth above, in the form of a
10 cashier's check or money order, made payable to Movant. If the defaulted payments are not received
11 by Movant, together with the late charge and the \$150.00 default fee, within fifteen days after the
12 default notice was sent, all arrearages, both pre-petition and post-petition shall become immediately
13 due and payable in full and pre-petition arrearages shall not continue to be payable under the terms of
14 the plan.

16 IT IS FURTHER ORDERED that if Debtor Bankruptcy Case No. 2:10-bk-07691-RTB is
17 dismissed, either voluntary or involuntary, for any reason, this Stipulation will become null and void
18 and Wells Fargo Bank, N.A., and after such dismissal, may, in its discretion, conduct a Trustee's Sale
19 or judicial "foreclosure" on its Deed of Trust or take whatever other actions necessary to protect their
20 interest in the above legally described property.

22 IT IS FURTHER ORDERED that in the event of conversion by the Debtor to any other
23 bankruptcy chapter, the repayment portion of this Order shall become null and void, except that the
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portion of this Order vacating the automatic stay under U.S. Bankruptcy Code Section 362 (a) shall
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remain in full force and effect.
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3 IT IS FURTHER ORDERED that any hearings scheduled in the matter are vacated.
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EXHIBIT "B"

8 Mark S. Bosco
9 State Bar No. 010167
10 Leonard J. McDonald
11 State Bar No. 014228
12 Attorneys for Movant

13 10-08162

14 **IN THE UNITED STATES BANKRUPTCY COURT**
15 **FOR THE DISTRICT OF ARIZONA**

16 IN RE:

17 Christian Carbajal,
18 Debtors.

19 Wells Fargo Bank, N.A.

20 Movant,
21 vs.

22 Christian Carbajal, Debtors; Edward J. Maney,
23 Trustee.

24 Respondents.

25 No. 2:10-bk-07691-RTB

26 Chapter 13

NOTICE OF DEFAULT

RE: Real Property Located at
8418 South 50th Lane
Laveen, AZ 85339

27 Wells Fargo Bank, N.A. secured creditor, (hereinafter referred to as "Secured Creditor"), by its
28 attorneys TIFFANY & BOSCO, P.A., hereby files this Notice of Default in the above-captioned case,
29 and avers as follows:

30 1. An Order was entered on September 21, 2010 which provides for the lifting of the stay
31 imposed by Section 362(a) of the U.S. Bankruptcy Code with respect to that certain Deed of Trust

1 recorded in the records of the Maricopa County, Arizona Recorder's Office, which encumbers the
2 following real property:

3 Lot 156, Cheatham Farms Unit 3 Amended, according to Book 585 of Maps, Page 47, records of
4 Maricopa County, Arizona.

5 A Copy of said Order is attached hereto as Exhibit "A".

6 2. As of the date of this Notice of Default, the Debtors have not made the payments as required
7 by the aforementioned Order. The Debtors are presently past due as follows:

8 2 Monthly Payments(s) at \$1,372.02	\$2,744.04
9 (September 1, 2010 - October 1, 2010)	
10 2 Late Charge(s) at \$57.85	\$115.70
11 (September 1, 2010 - October 1, 2010)	
12 2 Adequate Protection Charge(s) at \$1,101.72	\$2,203.44
13 (September 15, 2010 - October 15, 2010)	
14 Attorneys Fees	\$150.00
15 Suspense Amount	(\$774.78)
16 Total	\$4,438.40

14 **PARTIAL TENDERS WILL NOT BE ACCEPTED**

15 3. Notice is hereby given to the Bankruptcy Court, Debtors, counsel for Debtors, and
16 Trustee, that unless debtor's default under the terms of the Stipulation and Order is cured not later than
17 fifteen (15) days from date of this Notice, that Movant will proceed, pursuant to the Court's Order lifting
18 the stay, to conduct a Trustee's Sale or mortgage foreclosure, in its discretion, with respect to the above-
19 described Deed of Trust.

20 DATED this 21st day of October, 2010.

21 TIFFANY & BOSCO, P.A.

22 By /s/ MSB # 010167

23 Mark S. Bosco
24 Leonard J. McDonald
25 2525 East Camelback Road
26 Suite 300
Phoenix, Arizona 850165
Attorneys for Movant

*If the Debtor cures the default prior to the date of expiration this amount may be different.